12-12020-mg Doc 9202-11 Filed 09/25/15 Entered 09/25/15 17:06:58 Lathrop Decl. Exhibit H Pg 1 of 4

Exhibit H

JUL-20-2009 10:58 FROM:HF REALCHOICES

2148742197

TO:6263576617

P. 001/001

		<u>.</u>								
GMAC :	Mortgage	, LLC							PAGE	1
PO Bo	× 780								DATE (07/20/09
Water	loo		IA 5070	4-0780						
Waterloo			IA 5070	4 0790		א אחתם	ти ти т_		1846	
water	7 °		TA 2010		REPAYMENT	AGRE	EMENT-		846.	
10	} :									
!	<i>[</i>	- MAIL -					PROPE	RTY		
/										
	MARSHELL	O CULTO	DM.							
/	254 ANGE	to pr			830	WRST	ORANGE	GROVE	AVENU	2
1	131 12.00				•					
1	ARCADIA		CA	91006-	1501 ARCA	DIA			CA 91	006-0000
	\									
	DATES -		CURR	ENT BAL	ANCES			UNCOL	LECTED	
					1003807.	14 L	ATE CH	ARGES		2027.39
			BSCROW		-25016.					0.00
LAST P	MT 11/	14/08 1	UNAPPLIED	FUNDS	3162.	22 I	NTERES	r		0.00
AUDIT	DT 05/	11/07	UNAPPLIED	CODES	F	F	BES			170.50
LAS	T ACTIVI	TY I	BUYDÓWN F	UNDS	0.	00 D	FLT EX	P PD		90.00
			BUYDOWN C							0.00
					AMT 1					
					LC/UNC					
					*					
				3353.89) (0.00	316	2.22	11/08	
02 0	8/24/09	3353	.89	3353.89		0.00	316	2.22	12/08	
					2 (
04 1	0/24/09	3353	.89	0.00) (0.00	362			
05 1	1/24/09	3353	. 89	6249.82	2 (0.00	72		02/09	
06 1	2/24/09	60444	.52* 5	880.88	2287	7.89				12/09

PLAN TOTAL

77213.97

E - BSCROW CHANGE A - ALTERNATIVE LOAN P&I CHANGE B - BUYDOWN SUBSIDY CHANGE

I (WE) AGREE TO THE REPAYMENT SCHEDULE AS SET FORTH ABOVE. THE AMOUNT OF EACH PAYMENT IS SUBJECT TO CHANGE BASED ON SCHEDULED ALTERNATIVE MORTGAGE P&I, ESCROW OR OTHER PAYMENT CHANGES. ALL PROVISIONS OF THE NOTE AND MORTGAGE/DEED OF TRUST REMAIN IN FULL FORCE AND EFFECT.

Marshel & willon

3 rum: Mun Jours GMAC

820 COL31823

JUL-15-2009 14:42 FROM:HF REALCHOICES

2148742197

TO: 6263576617

P. 005/006

Account Number 0846 Page Four	×
rage rom	
**************************************	*****
NOTE: There is no grace period during this Agreement. Pursuant to your requ to cure the default on this account, all payments must be received on or before t	
RECEIVED AND AGREED:	

MARSHELL O CULTON
Customer

Date

Customer

Upon receipt of the signed agreement, we as the Servicer will also execute to indicate our concurrence with this agreement.

5:15

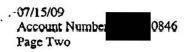
SIGN AND RETURN THIS PAGE ONLY

JUL-15-2009 14:40 FROM:HF REALCHOICES

2148742197

TO:6263576617

P. 003/006



GMAC Mortgage, LLC Attention: Default Payment Processor

3451 Hammond Avenue Waterloo, IA 50702 Fax: 866-340-5043

- 6. Pursuant to your request you agree to pay the remainder of the default, \$50,309.26, as indicated in the Payment Schedule enclosed and made a part hereof by reference. Customer understands that payments due under the Payment Schedule may include amounts due for real estate taxes and insurance, and the Payment Schedule amounts may, in such event, have to be increased, at the sole option of the Lender, if the items for such escrow purposes should increase during the duration of the Agreement.
- 7. All payments under this Agreement, including the regular monthly payments, shall be made in certified funds or cashier's check, shall include the account number on the Customer's check or on a written attachment to the check, and shall be sent to the following address:

GMAC Mortgage, LLC
Attention: Default Payment Processor
3451 Hammond Avenue
Waterloo, IA 50702

Additional methods of remitting payments under this agreement are:

- Money Gram using a Receive Code of 2365
- Western Union using a Code City and State of Home, IA

If payment is tendered in any other form, Lender may return the payment and invoke any remedies available under the loan documents and this Agreement.

8. In the event we do not receive timely payment called for under this Agreement, Lender may, without further notice to Customer, undertake or continue collection or foreclosure activities. In such event, any payments tendered under this Agreement shall be applied to the account in the manner specified in the Mortgage, and there will be no right to a refund of the tendered funds. In the event Lender chooses to accept any payment not in the full amount called for under this Agreement, such acceptance shall not be deemed a waiver of Lender's right to declare a default under this Agreement. Upon any default in meeting the terms of this Agreement, any such payments received under the terms of this Agreement shall be applied first against the default in the account, with the excess, if any, then applied according to the terms of the Mortgage. The parties expressly understand and agree time shall be of the essence as to the obligation under this Agreement.